

Admin Form 908-02 (01/2019)

SWIFT Contract # 124200/T#1702C
Contract Specialist: Talia Landucci Owen

**CONSULTANT SUPPLEMENTAL AGREEMENT/CONTRACT AMENDMENT
FOR STATE OF MINNESOTA PROFESSIONAL AND TECHNICAL
SERVICES MASTER CONTRACT**

PROJECT NAME: **Industrial Hygiene Services Master Contract**
LOCATION: **Various, MN**

SUPPLEMENTAL AGREEMENT/CONTRACT AMENDMENT NUMBER: 1

This SUPPLEMENTAL AGREEMENT/CONTRACT AMENDMENT is made by and between the STATE of MINNESOTA, acting through its Commissioner of Administration, "STATE," and, **Terracon Consultants, Inc., 13400 15th Ave N, Suite A, Minneapolis, MN 55441.**

WHEREAS, STATE and CONSULTANT have entered into a contract, known as Department of Administration Contract No. **124200/T#1702C, Industrial Hygiene Services Master Contract**; which was fully executed on **May 15, 2017.**

WHEREAS,

1. The original contract called for **Industrial Hygiene Services.**
2. It is necessary to modify the original contract **to reassign the Consultant.**
3. Consultant's compensation shall be **unchanged.**

NOW THEREFORE, it is mutually agreed to amend Contract No. **124200/T#1702C** as follows:

1. **The Original Consultant, Liesch Associates, Inc., 13400 15th Ave N, Suite A, Minneapolis, MN 55441 ("Original Contractor"), is reassigned to Terracon Consultants, Inc., 13400 15th Ave N, Suite A, Minneapolis, MN 55441, ("Assigned Contractor").**
2. By virtue of this Supplemental Agreement/Amendment, CONSULTANT's total fee is **unchanged.**

Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

IN WITNESS WHEREOF, STATE has caused this Supplemental Agreement/Contract Amendment to be duly executed on its behalf and CONSULTANT has caused the same to be duly executed on its behalf.

This Supplemental Agreement/Contract Amendment may be executed in counterpart; once all parties have signed on one or separate copies, a copy signed by one party is binding on that party same as if signed by all remaining parti

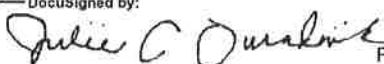
Signatures

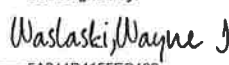
Title	Name	Signature	Date
Sr. Engineer	Allen Witt	 76593C7BCFFD45B...	February 10, 2020


Accounting Techician Julie C. Ouradnik

Senior Director Waslaski, Wayne J

AMS Sara Freedland

DocuSigned by:
 February 10, 2020
9417904E36A0440...

DocuSigned by:
 February 10, 2020
5A344D4155EC489...

DocuSigned by:
 February 10, 2020
9879A511B46B482...

ASSIGNMENT AGREEMENT

This Assignment Agreement is by and among the State of Minnesota, acting through its Commissioner of Administration ("State"), **Liesch Associates, Inc., 13400 15th Ave N, Suite A, Minneapolis, MN 55441** ("Original Contractor"), and **Terracon Consultants, Inc., 13400 15th Ave N, Suite A, Minneapolis, MN 55441**, ("Assigned Contractor").

WHEREAS, the State has an agreement with the Original Contractor, **Liesch Associates, Inc., Professional/Technical Services Master Contract Number 124200/T#1702C**, effective 05/16/2017 through 04/30/2022, to provide professional technical services; and

WHEREAS, the Original Contractor wishes to assign all its interests in the Contract to the Assigned Contractor; and

WHEREAS, the assignment provision of the Contract provides assignment of the agreement only upon written consent of the State;

NOW THEREFORE, the parties agree to the following:

1. This Assignment Agreement will become effective upon its approval and execution by the parties and approval of the appropriate State officials, pursuant to Minnesota Statute § 16C.05, subdivision 2.
2. The State hereby approves the request of the Original Contractor to assign to the Assigned Contractor all its interests, rights, responsibilities, duties, and other provisions set forth in the Contract **124200/T#1702C**, provided the Original Contractor and the Assigned Contractor agree to all provisions set forth in this Assignment Agreement.
3. The Original Contractor and the Assigned Contractor jointly and severally represent and warrant to the State that:
 - a. the Original Contractor is not in default of any of its obligations under the Contract; and
 - b. the Original Contractor has assigned to the Assigned Contractor, under separate agreement, sufficient information, rights to technology, and key personnel sufficient to enable the Assigned Contractor to properly perform the duties, responsibilities, obligations, and all other provisions assigned to the Assigned Contractor; and
 - c. the Assigned Contractor is ready, willing, and able to perform all of the duties, obligations, and responsibilities of the Contract.
4. The Assigned Contractor accepts assignment of all the provisions of the Contract.
5. Any and all amounts due to the Original Contractor by the State for services provided by the Original Contractor prior to December 31, 2019 under the Contract will be paid to the Original Contractor by the State. Any and all amounts due under the Contract on or after January 1, 2020 will be paid to the Assigned Contractor by the State.
6. When applicable, payment for remaining work and travel expenses from the Contract will be paid at the rates identified in the Contract. The amount to be paid to the Assigned Contractor will not exceed the Contract's total costs, minus the total payments made to the Original Contractor.

IN WITNESS WHEREOF, the parties have caused this Assignment Agreement to be duly executed intending to be bound thereby.

1. ORIGINAL CONTRACTOR

The Original Contractor certifies that the appropriate person(s) have executed this document on behalf of the Original Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By:

Title:

Date:

K. P. [Signature]
Principal
1/21/2020

2. ASSIGNED CONTRACTOR

The Assigned Contractor certifies that the appropriate person(s) have executed this document on behalf of the Assigned Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By:

Title:

Date:

Daniel Wolf
Principal
1/13/2020

By:

Title:

Date:

3. REAL ESTATE AND CONSTRUCTION SERVICES

By:

Title:

Date:

[Signature]
Senior Director
1/23/20

By:

Title:

Date:

4. COMMISSIONER OF ADMINISTRATION
As delegated to Office of State Procurement

By:

Date:

[Signature]
1-27-20

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